



COMMERCIAL PURCHASE AND SALE AGREEMENT

1 1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration,
 2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer
 3 Cox Paradise, LLC ("Buyer") agrees to buy and the undersigned
 4 seller DIA LLC ("Seller") agrees to sell all that tract or
 5 parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as:
 6 1441 S Church st

7 (Address) Halls (City), Tennessee, 38040 (Zip), as recorded in
 8 Lauderdale County Register of Deeds Office, _____ deed book(s), _____
 9 page(s), and/or _____ instrument no. and as further described as:
 10 Map# 039 Parcel# 008.01 and 7.30 AC

11 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
 12 the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register
 13 of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement
 14 ("Purchase and Sale Agreement" or "Agreement") by reference.

15 2. **Purchase Price.** The total purchase price for the Property shall be

16 Six Hundred Thousand U.S. Dollars, (\$ 600,000.00)
 17 ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a
 18 Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.

19 3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 10 business days after the Binding Agreement
 20 Date, the sum of \$ 1,000.00 with Holmes Rich & Sigler
 21 ("Holder") located at 3021 HWY 45 BYPASS SUITE 102 JACKSON, TN 38305
 22 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

23 This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

24 **A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money is not timely received
 25 by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial
 26 institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days
 27 after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this
 28 Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest
 29 Money/Trust Money only as follows:

- 30 (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- 31 (b) upon a subsequent written agreement signed by Buyer and Seller; or
- 32 (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

33 No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend
 34 and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

35 **B. Disputes Regarding Earnest Money/Trust Money.** In the event Buyer or Seller notifies Holder of a dispute regarding
 36 disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest
 37 Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any
 38 funds interpled, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader
 39 action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

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44 such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds
45 delivered.

46 **4. Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense
47 and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's
48 acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department
49 of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all
50 Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or
51 related to the exercise of Buyer's rights hereunder. Buyer shall have 10 days after the Binding Agreement Date ("Due
52 Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and
53 any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this
54 Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it
55 is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money.
56 Within 10 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning
57 the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly
58 returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding
59 with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

60 **5. Title.**

61 **A. Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to
62 the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- 63 (1) Liens for ad valorem taxes not yet due and payable.
64 (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and
65 Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such
66 title:
67 (a) as is classified as "marketable" under the laws of Tennessee; and
68 (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at
69 standard rates on an American Land Title Association Owner's Policy ("Title Policy").

70 **B. Title Issues and Objections.** Buyer shall have 10 days after the Binding Agreement Date to furnish Seller with
71 a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other
72 facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 10
73 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy
74 any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the
75 payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller
76 fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with
77 evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of
78 the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which
79 case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and
80 elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the
81 Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further
82 time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver
83 of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing
84 of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

85 **6. Closing.**

86 **A. Closing Date.** This transaction shall be consummated at the office of
87 Holmes Rich & Sigler on January 5th, 2021,
88 (the "Closing Date") or at such other time and place(s) the parties may agree upon in writing.

89 **B. Possession.** Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the
90 rights of tenants in possession and the Permitted Exceptions.

91 **7. Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer:

- 92 (a) a Closing Statement;
93 (b) deed (mark the appropriate deed below)

94 General Warranty Deed

Special Warranty Deed

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95 Quit Claim Deed Other: _____
 96 (c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to
 97 Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in
 98 the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue
 99 Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

100 (d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all
 101 documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are
 102 collectively "Seller's Closing Documents").

103 **8. Conditions to Closing.**

104 Contingent upon appraisal to equal or exceed purchase price.

105 Contingent upon financing.

106 Contingent upon a property inspection.

107 Contingent upon receiving easement language for property for buyer.

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114 **9. Costs.**

115 **A. Seller's Costs.** Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title
 116 curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing
 117 statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien
 118 payoff/estoppel letters/statement of accounts from any and all associations, property management companies,
 119 mortgage holders or other liens affecting the Property; all deed recording fees; the fees of Seller's counsel and, if
 120 checked, all transfer taxes, otherwise Buyer is responsible for transfer taxes.

121 In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax
 122 Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from
 123 Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be
 124 required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is*
 125 *Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax*
 126 *matters.*

127 **B. Buyer's Costs.** Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's
 128 inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property
 129 (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents.)

130 **C. Additional Costs.** In addition to the costs identified above, the following costs shall be paid by the parties hereto as
 131 indicated below:

<u>Item to be Paid</u>	<u>Paid by Seller</u>	<u>Paid by Buyer</u>
Survey	<input type="checkbox"/>	<input type="checkbox"/>
Title Examination	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Premium for Standard Owner's Title Insurance Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

132 **10. Taxes and Prorations.** Real estate taxes on the Property for the calendar year in which the Closing takes place shall be
 133 prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all
 134 taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and
 135 shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on
 136 the Closing Date [Select only those that apply to this transaction; the items not checked do not apply to this Agreement]:

137 Utilities Service Contracts Tenant Improvement Costs

138 Rents Leasing Commissions Other: _____

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 Other: _____ Other: _____147 **11. Representations and Warranties.**

148 **A. Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller
 149 represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to
 150 convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this
 151 Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this
 152 Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also
 153 makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

154 **B. Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer
 155 represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to
 156 consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing
 157 this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this
 158 Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon
 159 Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

160 **12. Agency and Brokerage.**161 **A. Agency.**

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
- (2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in his/her company.
- (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
- (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.
- (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

180 **B. Agency Disclosure.**

- (1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):
 - the Designated Agent for the Seller,
 - the agent for the Seller,
 - a Facilitator for the Seller, OR
 - a dual agent.
- (2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and said Broker is (Select One. The items not selected are not part of this Agreement):
 - the Designated Agent for the Buyer,
 - the agent for the Buyer,
 - a Facilitator for the Buyer, OR
 - a dual agent.

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194 (3) **Dual Agency Disclosure.** [Applicable only if dual agency has been selected above] Seller and Buyer are aware
195 that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been
196 advised that:

- 196 1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could
197 be, different or even adverse.
- 198 2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to
199 the dual agent, to all parties in the transaction except for information made confidential by request or
200 instructions from another client which is not otherwise required to be disclosed by law.
- 201 3. The Buyer and Seller do not have to consent to dual agency, and
- 202 4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read
203 and understand their brokerage engagement agreements.
- 204 5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct
205 Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information
206 which could materially and adversely affect their negotiating position unless otherwise prohibited by
207 law.

208 (4) **Material Relationship Disclosure.** [Required with dual Agency] The Broker and/or affiliated licensees have
209 no material relationship with either client except as follows: _____. A material
210 relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a
211 client which would impair their ability to exercise fair judgment relative to another client.

212 Seller Initials _____ Buyer Initials _____

213 C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The
214 Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an
215 amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and
216 acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All
217 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed
218 a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right
219 to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and
220 court costs.

221 13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller
222 or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or
223 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not
224 be responsible for any of the following, including but not limited to, those matters which could have been revealed through
225 a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the
226 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for
227 any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or
228 Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for
229 hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or
230 cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the
231 Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the
232 Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and
233 availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller
234 acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice,
235 representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any
236 claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it
237 has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,
238 that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the
239 independent expert advice and counsel relative thereto.

240 14. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller
241 shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore
242 and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage
243 will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after
244 receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted

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245 the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but
246 not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request
247 in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance
248 coverage and/or payment or assignment of insurance proceeds.

249 **15. Other Provisions.**

- 250 A. **Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This
251 Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal
252 representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and
253 no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No
254 representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any
255 assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that
256 any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or
257 any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties
258 hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and
259 further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement,
260 or Counter Offer, if applicable.
- 261 B. **Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after
262 Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement
263 and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in
264 Exhibit "D" shall survive the Closing for a period of _____ after the date of
265 Closing.
- 266 C. **Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property
267 and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 268 D. **Time of Essence.** Time is of the essence in this Agreement.
- 269 E. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
270 (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine
271 shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
272 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be
273 determined by the location of the Property. All references to time are deemed to be local time. **In the event a**
274 **performance deadline**, other than the Closing Date (as defined in herein), Day of Possession (as defined herein), and
275 Offer Expiration date (as defined herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline
276 shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays
277 pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be
278 the day following the initial date (e.g. Binding Agreement Date).
- 279 F. **Responsibility to cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or
280 deliver such information and documentation as is reasonably necessary to carry out the responsibilities and
281 obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or
282 erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any
283 differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they
284 will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason
285 of mistake, clerical errors or omissions, or the result of erroneous information.
- 286 G. **Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in
287 writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission
288 (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5)
289 Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of
290 notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice
291 to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 292 H. **Remedies.** In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at
293 law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches
294 Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest
295 Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full
296 settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be
297 a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party
298 hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based
299 on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including

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300 reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will
301 assert the lack of mutuality of remedies as a defense in the event of a dispute.

302 **I. Equal Opportunity.** This Property is being sold without regard to race, color, sex, religion, handicap, familial
303 status, or national origin.

304 **J. Termination by Buyer.** In the event that Buyer legally and properly invokes his right to terminate this Agreement
305 under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as
306 consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged.
307 Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

308 **K. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
309 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
310 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

311 **L. Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but
312 shall be construed as if all parties to this Agreement jointly prepared this Agreement.

313 **16. Exhibited and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
314 of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum
315 shall control:

- 316 Exhibit "A" Legal Description
- 317 Exhibit "B" Due Diligence Documents
- 318 Exhibit "C" Addition to Seller's Closing Documents
- 319 Exhibit "D" Seller's Warranties and Representations

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327 **17. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
328 **Seller to convey insurance rights and insurance claim rights to the buyer and his agent
329 of 1441 S Church St Halls, TN.**

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341 (Mark box if additional pages are attached.)

342 **18. Method of Execution.** The parties agree that signatures and initials transmitted by a facsimile, other photocopy
343 transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and
344 may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and
345 initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital
346 signature as defined by the applicable State or Federal Law.

347 **19. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
348 countered or accepted by 5:00 o'clock a.m./ p.m. local time on the 6th day of December,
349 2020.

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350 **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have any
 351 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is
 352 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

353 **NOTE:** Any provisions of this Agreement which are preceded by a box “” must be marked to be a part of this
 354 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
 355 received a copy of this Agreement.

356 Buyer hereby makes this offer.

Authentisign

Cox Paradise LLC

BUYER 11:34:01 AM CST

By: _____

Title: _____

Entity: _____

362 at _____ o'clock am/ pm

Offer Date

364 BUYER

By: _____

Title: _____

Entity: _____

369 at _____ o'clock am/ pm

Offer Date

371 Seller hereby:

ACCEPTS – accepts this offer.

COUNTERS – accepts this offer subject to the attached Counter Offer(s).

Authentisign REJECTS this offer and makes no counter offer.

Dla LLC

12/09/2020 9:36:15 PM CST

SELLER Marcie Arnold

By: _____

Title: _____

Entity: _____

12/09/2020 9:36 PM

380 at _____ o'clock am/ pm

Date

384 SELLER

By: _____

Title: _____

Entity: _____

388 at _____ o'clock am/ pm

Date

Drake Harber

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391 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
 392 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
 393 received by *Drake Harber* on *12/9/2020* at *10:36:58 PM CST* o'clock am/ pm

For Information Purposes Only:

Exit Realty Blues City

Listing Company

Drake Harber

Independent Licensee

realtordrakeharber@gmail.com

Licensee Email

Exit Realty Blues City

Selling Company

Drake Harber

Independent Licensee

realtordrakeharber@gmail.com

Licensee Email

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